LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: **Jefferson Parish**
Attn: Purchasing Department
200 Derbigny Street, Suite 4400
Gretna, LA 70053

BID FOR: Track Resurfacing – Kings Grant Playground
Bid# 50-96151 Buyer: JLotz

Bids will be received in the Jefferson Parish Purchasing Dept., Ste 4400, Jefferson Parish General Government Bldg, 200 Derbigny St, Gretna, LA 70053 until 2:00 p.m. on April 13, 2010

Late Bids will not be accepted
Pre-bid Meeting: Kings Grant Playground, 3805 15th Street, Harvey, LA 70058
Date: March 31, 2010 Time: 9:30 am

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: Jefferson Parish Recreation Department and dated: November 30, 2009.

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA:** (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging) _____

TOTAL BASE BID: For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid" * but not alternates) the sum of:

_____Dollars ($ _____)

ALTERNATES: For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

Alternate No. 1 N/A for the lump sum of:

_____Dollars ($ _____)

Alternate No. 2 N/A for the lump sum of:

_____Dollars ($ _____)

Alternate No. 3 N/A for the lump sum of:

_____Dollars ($_____)

NAME OF BIDDER: _____

ADDRESS OF BIDDER:_____

_____

LOUISIANA CONTRACTOR'S LICENSE NUMBER: _____

NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: _____

DATE: _____

* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

** If someone other than a corporate officer signs for the Bidder/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless bidder has complied with La. R.S. 38:2212(A)(1)(c) or RS 38:2212(O) .

BID SECURITY in the form of a bid bond, certified check or cashier's check as prescribed by LA RS 38:2218.A is attached to and made a part of this bid.

IMPORTANT NOTICE TO ALL BIDDERS – BID REQUIREMENTS

As per LA R.S. 38:2212(A)(3)(c)(ii), the bid form shall contain Bid Security or Bid Bond, Acknowledgment of Addenda, Base Bid, Alternates, Bid Total, Signature of Bidder, Name, Title and Address of Bidder, Name of Firm or Joint Venture Corporate Resolution and Louisiana Contractors License Number, and on public works projects where unit prices are utilized, their inclusion in the bid form. Other documentation required shall be furnished by the low bidder at a later date, in accordance with the Bidding Documents.

To the extent that the Jefferson Parish front end documents, including the Instructions to Bidders, Supplemental Terms and Conditions, Resolutions 113646 and 113647, require that any information or documentation be supplied with the bid, and which said information or documentation is not allowed to be required with the bid under the new Louisiana Uniform Public Work Bid Form, then the requirement to provide it with the bid is waived. All such required information or documentation not provided with the bid must be provided within 10 days of bid opening by the apparent low bidder. Failure to provide said information and documentation within the 10 days shall be grounds to declare the bid non-responsive. This information and documentation includes, but is not limited to, the non-collusion affidavit, the employee identification number, and the payment performance bond.

Contractor's Louisiana License shall be in the following category: General Building Contract - Flooring

Bidder agrees that this bid shall be good and may not be withdrawn for a period of forty-five (45) calendar days after the scheduled closing time for receiving bids. In the event the Owner issues the Letter of Award during this period, the bid accepted shall continue to remain binding until the execution of the Contract.

Attached hereto is an Affidavit in proof that the undersigned has not entered into any collusion or agreements with any person or persons with respect to this proposal or the submission thereof, which affidavit must be provided within 10 days of bid opening by the apparent low bidder.

Low Bidder will execute the formal agreement within twelve (12) days after the original date of Owner's Notification and will deliver a Performance Bond or Bonds for the faithful performance of the Contract.

Bid Security, in the sum of five percent (5%) of the total bid price (Base Bid and Alternate No. 1 Bid), is to become the property of the Owner in the event the information or documentation required 10 days after opening are not supplied, or if the Contract and Performance Bond are not executed within the time above set forth.

Further, the Bidder agrees that all work shall be completed as follows: within ninety (90) calendar days, such time limits commencing upon the date of issuance of Owner's "Notice To Proceed".

Further, as per Resolutions 113646 and 113647, the Bidder agrees to pay, as liquidated damages, the sum of two-hundred ten dollars ($210.00) as follows for: (1) each consecutive calendar day after the agreed date of completion that the work remains substantially incomplete, or (2) each consecutive calendar day after substantial completion that the work has not been finally completed.

In addition to and not in lieu of the liquidated damages, Owner shall also be entitled to recover from Contractor or Contractor's Surety additional liquidated damages as detailed in SC-28 Additional Liquidated Damages, pages 83 and 84 of the Jefferson Parish General Conditions, Supplementary Conditions and Agreement for Below Ground Projects or Above Ground Public Works Projects.

(1) Extended architectural and/or engineering fees $0;
(2) Extended Resident Project Representative fees $0;
(3) Extended construction management fees $0;
(4) Extended Owner's overhead and personnel expenses $0; and
(5) Owner's other costs directly related to the delay in completion beyond the Contract Times.

PART I : SCOPE OF WORK

A) Scope shall include the furnishing of all skilled labor and experienced supervisors for the complete installation of the re-surfacing system of the existing polyurethane elastomer athletic track (Martin 2000), and the lane and event markings: Installation of BSS 2000 Tuned 5 millimeter Encapsulated system or equal, based on approximately 4,870 square yards, including 8 lane oval track, transition areas, chutes, and combo area of High Jump/and Runways for all other Jumps. The existing track is a full pour Polyurethane Athletic Surfacing Track made up of a specifically formulated polyurethane elastomer which is intermixed with EPDM rubber granules. If quoting an "equal" the contractor must provide specifications and/or technical specifications that the system will adhere responsively to the existing polyurethane track. EQUALS MUST BE COMPATIBLE WITH EXISTING TRACK.

B) All work shall be performed in a workman-like manner using state of the art materials. The complete resurfacing shall take into consideration IAAF Performance standards for athletic surfaces.

C) All resurfacing system materials delivered to the site shall be subject to inspection by the Recreation Supervisor.

PART II: JOB CONDITIONS GENERAL

A) Existing track surface shall be free of paint, grease, oil and any foreign substance that could interfere with adhesion.

B) Existing surface shall be inspected for any delaminations or bubbles. These areas shall be cut and patched prior to applying the resurfacing system.

C) No other work shall take place in the track area while resurfacing is being done.

PART III: QUALITY ASSURANCE

A) The CONTRACTOR and MANUFACTURER must be the same and must have a minimum of 10 years of experience with the compounding of the two-part polyurethane for athletic surfaces.

B) The resurfacing CONTRACTOR shall have a minimum of 15 years experience in resurfacing of encapsulated polyurethane running tracks with this specified system.

C) The SUPERVISOR for the resurfacing contractor must have ten (10) years experience in the resurfacing of encapsulated track and field surfaces comprised of two-part polyurethane.

D) The installing SUPERVISOR must have resurfaced a minimum of ten polyurethane tracks with encapsulated texture. A reference list of the experience of the installing supervisor must be submitted.

E) The CONTRACTOR must have a minimum of ten (10) years experience in the installation of full depth poured-in-place two component elastomeric polyurethane synthetic track surfacing.

F) The CONTRACTOR shall have 10 years experience with the aliphatic coating.
G) The INSTALLATION SUPERVISOR must have installed a minimum of five (5) BSS 2000 full depth two component polyurethane tracks with encapsulated texture in the last three (3) years. A reference list must be submitted.
H) The MANUFACTURER must offer a minimum of 1 (one) Polyurethane Class I Certified Tracks that have been installed in the United States.

PART IV: MATERIALS

A) The thickness of the resurfacing system shall average 6 millimeters.
B) The patching and fill/leveling material shall be two-component polyurethane that is self-leveling, compounded from a proprietary pigmented polyol and MDI based, "TDI Free," isocyanate and designed to patch and bond existing track and field surfaces to the original substrate and level low areas of the existing surface. The liquid polyurethane shall contain no mercury, lead, or any other heavy metals added by design.
C) The patching and fill/leveling material shall be two-component polyurethane that is self-leveling, compounded from a proprietary pigmented polyol and MDI based, "TDI Free," isocyanate. The liquid polyurethane shall contain no mercury, lead, or any other heavy metals added by design.
D) The leveling layer of shall be TUNED to increase the force reduction of the existing track and field surface and correct additional minor deviations in the existing surface.
E) The wear layer shall consist of two-component polyurethane that is self-leveling and compounded from a proprietary pigmented polyol and MDI based "TDI Free," isocyanate. The liquid polyurethane shall contain no mercury, lead, or any other heavy metals added by design.
F) The EPDM granulates shall be synthetic, with a minimum of 27 percent peroxide cured EPDM, chopped, processed and a specific density of 1.6 plus or minus 0.08 and Shore A hardness of 60. Sulphur cured rubber is not acceptable. The granules shall be graded .5 millimeters in size unless otherwise specified.
G) Pigmented Urethane Coating shall be single component moisture cured aliphatic polyurethane coating matching color of the base elastomer.
H) The line marking paint shall be polyurethane based paint specifically manufactured to be compatible with polyurethane synthetic track surfaces.

PART V: EXECUTION

A) Surface Inspection

1. Prior to the application of the leveling and wear layers, the existing polyurethane surface shall be inspected for conformity to planarity requirements. The surface shall not deviate more than 1/8 inch in 10 feet from the specified grade when checked with a 10-foot straightedge. An impermeable polyurethane surface may also be flooded with water to determine if any "bird baths" or low areas exist. Excessive deviations and low areas shall be addressed prior to resurfacing.

2. The owner should verify that the surface tolerances meet all specifications issued by the appropriate sanctioning or governing body such as IAAF, NCAA, NFSHSA, TAC, etc.

B) Cleaning

1. The area to be surfaced shall be clean and free of any loose or foreign particles (dirt, oil, etc.) prior to the commencement of work. The surface is usually cleaned by use of a power blower and high-pressure washer.

C) Leveling Layer

1. TUNED UV stabilized elastomeric polyurethane shall be applied to the entire track and field surface at 3 millimeter thickness creating smooth receiving surface for the Resilient Wear Layer and correcting minor deviations in the existing track and field surface.

D) Resilient Wear Layer

1. The EPDM granules shall be mechanically integrated with a UV stabilized elastomeric polyurethane to the full-depth of the 3-4 millimeter wearing layer. The resilient textured finish shall be a dense matrix of encapsulated EPDM granules. No structural spray applications of any type will be allowed.

E) Protective Coating

1. The initial one component moisture cured pigmented aliphatic polyurethane coating shall be spray applied over the entire synthetic surfaced area at rate of 250 square feet per gallon. The second pigmented aliphatic polyurethane coating shall be spray applied over the initial application at rate of 250 square feet per gallon in the opposite direction.

F) Equipment

1. The components shall be blended in a clean and dry, specifically designed, mixing machine with automatic proportioning controls to guarantee exact proportions of the polyol and isocyanate which control the reactions and balance of the varying climatic conditions during the installation process. No hand mixing or spray coating is utilized for the application.

G) Line Markings

1. Layout – Line stripping and event markings shall be laid out in accordance with current IAAF and NCAA rules.
2. Certification – Upon completion the owner shall be supplied with all necessary computations and drawings as well as a letter of certification attesting to the accuracy of the markings.

H) Site Conditions

1. Installation shall not take place if adjacent or concurrent construction generates excessive dust, abrasives, or any other byproduct that, in the opinion of the installer, would be harmful to the track material, until completion of such work.
2. If, in the opinion of the installer of the synthetic material, the weather and/or climatic conditions are detrimental to the proper installation of the surfacing materials, work shall be delayed until conditions are acceptable. Preferred installed temperature if 50 degrees Fahrenheit and rising. Installation shall be executed only in dry conditions.

PART VI: WARRANTY

The resurfacing system **must be** warranted for 10 years against defects in materials, workmanship, and significant color fade and granulate loss. The warranty excludes damage or defects caused by subsequent deteriorating or improper construction of design of sub-base materials, vandalism, abuse, neglect, lack of maintenance, or acts of God.

Synthetic surfacing material found to be defective as a result of fault workmanship and/or material failure shall be replaced or repaired at no charge, upon written notification within the guarantee period.

PART VII

D) Installation of BSS 2000 Tuned 5 millimeter Encapsulated system or "equal", based on approximately 4,870 square yards, including 8 lane oval track, transition areas, chutes, and combo area of High Jump/and Runways for all other Jumps. If quoting an "equal" the contractor must provide specifications and/or technical specifications that the system will adhere responsively to the existing track. EQUALS MUST BE COMPATIBLE WITH EXISTING TRACK.

PART IIX: COLOR

Color is to be RED with WHITE lines and appropriate exchanges and events.

PART IX: QUANTITIES

Specific quantities are not given. Each bidder must visit site to take his/her own measurements to determine price per quantities of material, labor, and equipment to perform this project. Contact Mike Scott at 504-349-5006 between 6:00 a.m. and 3:00 p.m. Monday through Friday. Pre-bid meeting will be scheduled on Wednesday, March 31, 2010 at the Kings Grant Playground, 3805 15TH Street, Harvey, LA 70058.

PART X: CLEANING AND SAFETY

The contractor shall use extreme caution to protect all Parish employees as well as the public during this project. The contractor shall protect all property on and adjacent to this project from damages resulting from above stated work. The contract shall also be responsible for any damages. The contractor will maintain a clean and debris free work site daily. The contractor shall not interfere with normal operations of the Jefferson Parish Recreation Department. The contractor must secure any materials in storage in a safe and secure manner.

PART XI: INSURANCE

The contractor shall provide all insurances as required by Jefferson Parish.

PART XII: BID SURETY AND PERFORMANCE BOND

A 5% bid surety and a performance bond will be required.

PART XIII: PRE-BID

A pre-bid conference will be held on: **Wednesday, March 31, 2010 at 9:30 am at the location of Kings Grant Playground, 3805 15th Street, Harvey, LA 70058**

Bid no. 50-96151

AFFIDAVIT

STATE OF LOUISIANA
PARISH OF JEFFERSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY CAME AND APPEARED _____, WHO AFTER BEING BY ME DULY SWORN, DEPOSED AND SAID THAT HE IS THE FULLY AUTHORIZED_____OF_____ (HEREIN AFTER REFERRED TO AS BIDDER) THE PARTY WHO SUBMITTED A BID FOR_____, BID NO. _____ AND SAID AFFIANT FURTHER SAID:

1) That bidder employed no person, corporation, firm, association or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the bidder whose services in connection with the construction of the public building or project or in securing the public contract were in the regular course of their duties for bidder; and
2) That no part of the contract price received by bidder was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the bidder whose services in connection with the construction of the public building or project were in the regular course of their duties for bidder.
3) Said bid is genuine and the bidder has not colluded, conspired or agreed directly or indirectly with any other bidder to offer a sham or collusive bid.
4) Said bidder has not in any manner, directly or indirectly, agreed with any other person to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to induce any other person to refrain from bidding.
5) Said bidder is not intended to secure an unfair advantage of benefit from the Parish of Jefferson or in favor of any person interested in the proposed contract.

_____

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____
DAY OF_____, 20_____

_____
NOTARY PUBLIC

Revised 4/29/08

Bid No. 50-96151

INSURANCE REQUIREMENTS

All insurance requirements shall conform to Jefferson Parish Resolution No. 113646 or No. 113647 (replaces 105529 and 105530)

The contractor shall not commence work under this contract until he has obtained all insurance and complied with the requirements of the specifications and Resolution No. 113646 or No. 113647.

WORKER'S COMPENSATION INSURANCE

As required by Louisiana State Statute, exception; Employer's Liability, Section B shall be $1,000,000 per occurrence when Work is to be over water and involves maritime exposures to cover all employees not covered under the State Worker's Compensation Act, otherwise this limit shall be no less than $500,000 per occurrence.

COMMERCIAL GENERAL LIABILITY

Shall provide limits not less than the following: $1,000,000.00 Combined Single Limit per Occurrence for bodily injury and property damage.

COMPREHENSIVE AUTOMOBILE LIABILITY

Bodily injury liability $1,000,000.00 each person; $1,000,000.00 each occurrence. Property Damage Liability $1,000,000.00 each occurrence.

DEDUCTIBLES

No insurance required shall include a deductible not greater than $10,000.00. The cost of the deductible be borne by the contractor.

UMBRELLA LIABILITY COVERAGE

An umbrella policy or excess may be used to meet minimum requirements.

CONSTRUCTION AND RENOVATION PROJECTS REQUIRE THE FOLLOWING:

OWNER'S PROTECTIVE LIABILITY

To be for the same limits of liability for bodily injury and property damage liability established for commercial general liability.

BUILDER'S RISK INSURANCE

The contractor shall maintain Builder's Risk Insurance at his own expense to insure both the owner (Parish of Jefferson) and contractor as their interest may appear.